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LIMITATIONS—JUDGMENTS, FOREIGN AND DOMESTIC.—An obligation arising from a judgment of a Federal court for another State stands on the same footing as if it had been rendered by another court of the State in which it is sought to be enforced. A judgment is neither a contract under seal nor an implied contract within the meaning of the Connecticut statutes of limitation, and the only limitation of time applicable to it is that of the common law, by which a *prima facie* presumption of payment arises after twenty years. *Barber v. International Co.* (Conn.), 51 Atl. 857.

Per Baldwin, J.:

"We have no occasion to inquire whether the obligation arising from a foreign judgment, or one of a sister State of the United States, could be regarded as resting on a simple or implied contract. See *Hubbell v. Coundrey*, 5 Johns. 132; *Andrews v. Montgomery*, 19 Johns. 162, 10 Am. Dec. 213; *Little v. McVey* (N. J. Sup.), 47 Atl. 61. The courts of the United States and those of the States are courts of the same country. *Clafin v. Houseman*, 93 U. S. 130, 137, 23 L. Ed. 833. A judgment of the Circuit Court of the United States for the Southern district of California stands, in respect to its proof, and also to its essential nature, in any court of Connecticut, on the same footing as if it had been rendered by another court of this State. *Adams v. Way*, 33 Conn. 419, 429; *Turnbull v. Payson*, 95 U. S. 418, 424, 24 L. Ed. 437; *Morgan v. Association*, 73 Conn. 151, 154, 46 Atl. 877. A domestic judgment is a contract of record. It is the highest form of obligation. In one sense, it may be termed a contract by specialty. 1 Pars. Cont. \*7; *Walker v. Powers*, 104 U. S. 245, 248, 26 L. Ed. 729. In another, it may be regarded as raising an implied contract. *Denison v. Williams*, 4 Conn. 402, 403. But it is neither a contract under seal, nor an implied contract, within the meaning of our statutes of limitation (Gen. St., secs. 1370, 1371).

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FAILURE TO RELEASE MORTGAGE—PENALTY.—An act of the State of Utah held the mortgagee liable to the mortgagor in double damages for failure to release any mortgage after the same has been fully satisfied, or permitted the mortgagor to bring an action against the mortgagee to compel a release, in which if payment is established, the judgment must be for the release, the costs of suit, including a reasonable attorney's fee, and all resulting damages. *Held*, as to the provision for attorney's fees, that it was special legislation and unconstitutional. *Openshaw v. Halfin* (Utah), 68 Pac. 138. Citing *Ry. Co. v. Ellis*, 165 U. S. 150; *Wilder v. Ry. Co.*, 76 Mich. 382; *Coal Co. v. Rosser*, 53 Ohio St. 12, 29 L. R. A. 386.

The following language from the last-named case is quoted with approval by the Supreme Court of Utah:

"Upon what principle can a rule of law rest which permits one party or class of people to invoke the action of our tribunals of justice at will, while the other party or another class of citizens does so at the peril of being mulct in an attorney's fee if an honest but unsuccessful defense should be imposed? A statute that imposes this restriction upon one citizen or class of citizens only, denies to him or them the equal protection of the law. It is true that no provision of the constitution of 1851 declares in express and direct terms that this may not be done, but nevertheless it violates the fundamental principles upon which our

government rests, as they are enunciated and declared by that instrument in the bill of rights. The first section of the constitution declares that the right to acquire, possess, and protect property is inalienable; and the next section declares, among other things, that 'government is instituted for the equal protection and benefit' of every person.'

The ruling is interesting when considered in connection with our statutory provisions prescribing, not attorney's fees, but a fine for failure to release after payment of a deed of trust or judgment lien. See Virginia Code, section 2498, as amended.

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NEGLIGENCE—ACTION—CONFLICT OF LAWS.—The Revised Statutes of Wyoming give a right of action for negligent injury or death to the personal representative of the deceased, if death ensues. Those of Utah vest the right in the heirs of the deceased. Upon an action brought in Utah by the personal representative upon a cause of action arising in Wyoming, *Held*, That a demurrer to the complaint upon this ground must be sustained. *Thorpe v. Union Pac. Coal Co.* (Utah), 68 Pac. 145.

Bartch, J., after calling attention to the fact that at common law the right of action died with the person and that it exists only under statutes patterned after "Lord Campbell's Act," says:

"As a matter of comity, the statutes of one state, although not of extraterritorial force, will be recognized in proper proceedings by the courts of another. Comity will enforce rights regardless of where they arise, or whether of statutory or common-law origin, when not local in their nature, and not in contravention of the policy of the government of the tribunal. Comity, however, does not permit the courts of one state to disregard one provision of a statute of a foreign state whose language is unambiguous and its directions mandatory, for the purpose of enforcing another provision of the same statute under the procedure of the *lex fori*. When the legislature adopts and commands one form of action to enforce statutory liabilities, the courts have no right to substitute another. No doubt, there may be cases where the question as to who may sue is one of remedy merely, and is determinable by the law of the forum—as where the question is whether an action shall be brought by an assignee in his own name or in the name of his assignor, and the like—but where, as in this case, it is a matter of right, and the provisions of the statute fix the liability and confer the right to sue, it is otherwise. In this instance the first provision fixes no right, but simply imposes a liability; the second imposes no liability, but confers the right to sue, designates the party to enforce the right, and the parties entitled to the amount of the recovery, if any. Together they constitute a complete means to obtain redress for a wrong where none exists at common law."

Citing *Usher v. R. R. Co.*, 126 Pa. 206, 4 L. R. A. 261, 12 Am. St. Rep. 863; *Leonard v. Navigation Co.*, 84 N. Y. 48, 38 Am. Rep. 491; *Hegerich v. Keddie*, 99 N. Y. 258, 52 Am. Rep. 25; *Wilson v. Brunstead*, 12 Neb. 1.

See 3 Va. Law Register, 607, 645, 668, 914.

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FURTHER RULINGS IN BANKRUPTCY.—*Transfer of Assets—Preference*.—It is an act of bankruptcy, inhibited by the intent of the Bankruptcy Act of 1898, sec. 3, for an insolvent debtor to sell all of his property to one not a debtor, for